

RECORDATION NO. 23974-C FILED

MAY 14 '02 2-59 PM

SURFACE TRANSPORTATION BOARD

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OF COUNSEL
URBAN A. LESTER

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)

May 14, 2002

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Assignment of Lease, dated as of October 31, 2001, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Rail Car Lease Agreement No. 1666 which is being filed with the Board under Recordation Number 23974.

The names and addresses of the parties to the enclosed documents are:

Assignor: Solvay HDPE, L.P.
3333 Richmond Avenue
Houston, TX 77098

Assignee: BP Solvay Polyethylene North America
3333 Richmond Avenue
Houston, TX 77098

A description of the railroad equipment covered by the enclosed document is:

105 railcars NRLX 057200 – NRLX 057306 (excluding 057220 and 057275)

Mr. Vernon A. Williams
May 14, 2002
Page Two

A short summary of the document to appear in the index follows:

Assignment of Lease

Also enclosed is a check in the amount of \$30.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,



Robert W. Alvord

RWA/anr
Enclosures

RECORDATION NO. 23974-C FILED

MAY 14 '02 2-59 PM

SURFACE TRANSPORTATION BOARD

ASSIGNMENT OF LEASE

[NorRail]

Dated as of October 31, 2001

Between

SOLVAY HDPE, L.P.

And

BP SOLVAY POLYETHYLENE NORTH AMERICA

FILED WITH THE SURFACE TRANSPORTATION BOARD PURSUANT TO 49 U.S.C. SECTION 11301 ON _____, 2001, AT _____M., UNDER RECORDATION NUMBER _____, AND DEPOSITED WITH THE OFFICE OF THE REGISTRAR GENERAL OF CANADA PURSUANT TO SECTION 90 OF THE RAILWAY ACT OF CANADA ON _____, 2001, AT _____M.

ASSIGNMENT OF LEASE

This Assignment of Lease (this "Assignment"), dated as of October 31, 2001, is between Solvay HDPE, L.P., a Delaware limited partnership ("SHDPE") and BP Solvay Polyethylene North America, a Delaware general partnership ("BP SPNA").

1. (a) SHDPE hereby (i) sells, assigns, transfers and sets over unto BP SPNA all of SHDPE's right, benefit, title and interest in and to Rail Car Lease Agreement No. 1666 dated September 6, 1996 (including, (x) Schedule No. 1 dated September 6, 1996 ("Schedule No. 1") between SHDPE (as partial successor in interest to Solvay Polymers, Inc. ("SPI")) and NorRail, Inc. ("Lessee"), (y) Addendum No. 1 to Schedule No.1 and (z) Amendment No. 1 to Schedule No. 1 dated June, 1998) between SHDPE (as partial successor in interest to SPI) and Lessee (the "Lease") between SHDPE (as partial successor in interest to SPI) and Lessee, except as provided in Paragraph 1(c), and (ii) delegates and transfers to BP SPNA all of SHDPE's obligations and duties under or in connection with the Lease to the extent accruing, arising or attributable to the period from and after the execution and delivery hereof (collectively, "SHDPE's Transferred Rights and Obligations").

(b) BP SPNA hereby accepts such assignment of SHDPE's Transferred Rights and Obligations and hereby assumes all obligations of the lessor under the Lease which accrue on or after the execution and delivery of this Assignment.

(c) SHDPE retains the right to enforce and receive the benefit of the indemnity provided for in the Lease and existing for the benefit of the lessor thereunder, to the extent that such indemnity is payable on account of claims or liabilities of any type whatsoever arising prior to the date hereof, including, without limitation, damage to or loss of any property or injuries to or death of any person whomsoever arising out of or connected with the maintenance, operation, repair or condition of the Equipment (as defined in the Lease); provided, that the right retained by the SHDPE shall not be deemed to include any exercise of any remedies provided for in the Lease other than the right to demand, collect or sue for payments relating to such claims or liabilities and shall not include the right to exercise any other remedy under the Lease.

2. BP SPNA agrees to defend, indemnify, save and hold harmless SHDPE from and against any and all claims, demands, costs, expenses, reasonable attorneys' fees and any other damages, losses or injuries (collectively, "Claims") which SHDPE may sustain as a result of any failure or delay by BP SPNA in performing the obligations and duties assumed by BP SPNA pursuant to this Assignment. SHDPE agrees to defend, indemnify, save and hold harmless BP SPNA from and against any and all Claims which BP SPNA may sustain as a result of any failure or delay by SHDPE in performing the obligations and duties under the Lease prior to the date hereof.

3. This Assignment shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

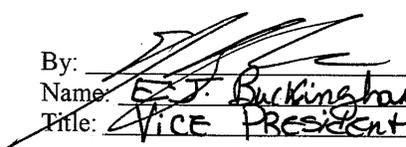
4. This Assignment may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement.

5. THIS ASSIGNMENT SHALL BE GOVERNED BY THE LAW OF THE STATE OF TEXAS AND THE PROVISIONS OF THIS ASSIGNMENT SHALL BE CONSTRUED IN ACCORDANCE WITH THE LAW OF THAT STATE.

* * *

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Assignment as of the date first above written.

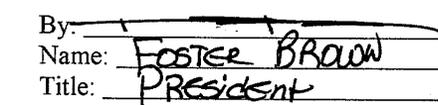
SOLVAY HDPE, L.P.

By: 

Name: E.J. Buckingham III

Title: Vice President

**BP SOLVAY POLYETHYLENE
NORTH AMERICA**

By: 

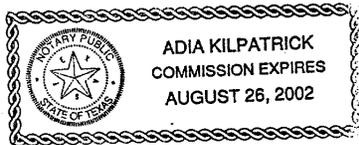
Name: Foster Brown

Title: President

[SURFACE TRANSPORTATION BOARD ACKNOWLEDGMENT]

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on October 31, 2001, by Foster Brown the President of BP SOLVAY POLYETHYLENE NORTH AMERICA.

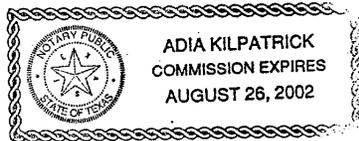


Adia Kilpatrick
Notary Public in and for
the State of Texas

[REGISTRAR GENERAL ACKNOWLEDGMENT]

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 31 day of October, 2001, before me personally appeared, Foster Brown, to me personally known, being by me duly sworn, says that he is the President of BP SOLVAY POLYETHYLENE NORTH AMERICA (the "Partnership"), and that the said instrument attached hereto was signed on behalf of the Partnership under the authority of the Partnership Agreement of the Partnership on October 31, 2001, and he acknowledged that the execution of the said instrument was the act and deed of the Partnership.



Adia Kilpatrick
Notary Public in and for
the State of Texas

[SURFACE TRANSPORTATION BOARD ACKNOWLEDGMENT]

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on October 31, 2001, by EJ Buckingham III, the Vice President of SOLVAY HDPE, L.P.

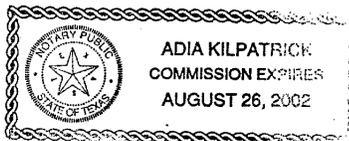


Adia Kilpatrick
Notary Public in and for
the State of Texas

[REGISTRAR GENERAL ACKNOWLEDGMENT]

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

On this 31 day of October, 2001, before me personally appeared, EJ Buckingham III, to me personally known, being by me duly sworn, says that he is the Vice President of SOLVAY HDPE, L.P. (the "Partnership"), and that the said instrument attached hereto was signed on behalf of the Partnership under the authority of the Partnership Agreement of the Partnership on October __, 2001, and he acknowledged that the execution of the said instrument was the act and deed of the Partnership.



Adia Kilpatrick
Notary Public in and for
the State of Texas

EXHIBIT A

<u>EQUIPMENT</u>	<u>QUANTITY</u>	<u>ORIGINAL REPORTING MARKS</u>	<u>CURRENT REPORTING MARKS</u>
5700 Cubic Foot Covered Hopper Rail Cars	108 originally, now 105 (it being understood that cars ELTX 715, ELTX 738 and ELTX 801 suffered casualties)	ELTX 700 through ELTX 714 inclusive; ELTX 716 through ELTX 732 inclusive; ELTX 734 through ELTX 737 inclusive; ELTX 739 through ELTX 772 inclusive; ELTX 800; ELTX 802 through ELTX 816 inclusive; and ELTX 818 through ELTX 837 inclusive	NRLX 057200 through NRLX 057219 inclusive; NRLX 057221 through NRLX 057274 inclusive; and NRLX 057276 through NRLX 057306 inclusive